

AGREEMENT

BY AND BETWEEN

BOARD OF EDUCATION

OF

EAST WINDSOR REGIONAL SCHOOL DISTRICT*Board of Education*

AND

EAST WINDSOR REGIONAL CLERICAL ASSOCIATION

~~X~~ July 1, 1980 - June 30, 1982

East Windsor Regional Board of Education is an Equal
Opportunity Employer F/M

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Institute of Management and
Labor Relations

1981
RUTGERS UNIVERSITY

THIS TWO YEAR AGREEMENT, entered into this 30th day of October 1980 by and between the BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT, Hightstown, New Jersey, hereinafter called "BOARD", and the EAST WINDSOR REGIONAL CLERICAL ASSOCIATION, hereinafter called "ASSOCIATION".

WITNESSETH:

WHEREAS, the BOARD is required by law to negotiate with the ASSOCIATION on the terms and conditions of employment; and,

WHEREAS, the parties hereto, through negotiation in good faith, have reached agreement on all such matters and desire to reduce their agreement in writing;

IT IS HEREBY AGREED by and between the parties hereto that:

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association for the years, July 1, 1980 - June 30, 1981 and July 1, 1981 - June 30, 1982, as a majority representative for collective negotiation, as defined in the New Jersey Public Employer-Employee Relations Act, Chapter 123, Laws of 1974, concerning the terms and conditions of employment for all personnel under contract as listed below:

Head Bookkeepers	Clerks
Assistant Bookkeepers	Secretaries

The Association is comprised of support services employees in the job categories listed above working on a ten (10) or twelve (12) month basis.

- A. The term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.
- B. The term "Board" shall include its members and agents. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, Laws of 1974, but will reserve the right to meet with employee organizations - other than the majority group - to hear their views. A representative of the majority negotiation unit must be present.

ARTICLE II - MANAGEMENT RIGHTS AND PRIVILEGES

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations.

- 1. To direct employees of the school district;

2. to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees;
3. to relieve employees from duty because of lack of work or for other legitimate reasons;
4. to maintain efficiency of the school district operations entrusted to them;
5. to determine the methods, means and personnel by which such operations are to be conducted; and
6. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE III - EMPLOYEE RIGHTS AND PRIVILEGES

- A. A member of this Association shall at no time be required to have any duties other than those considered to be job related and/or within the professional capabilities of the employee.
- B. The Association shall have the privilege to use space in school buildings at reasonable non-school hours on school days, for meetings, provided that the approval of the principal of Community Education has been secured in advance of the time of all such meetings in accordance with Board policy.
- C. The Association shall have reasonable use of the post boxes and the inter-school mail service.
- D. Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay and/or benefits.

ARTICLE IV - NEGOTIATION PROCEDURES

The parties agree to enter collective negotiations no later than October 1st of the calendar year preceding the calendar year in which this Agreement expires, in accordance with Chapter 123, Public Laws of New Jersey, 1974, in a good faith effort to reach a successor agreement. Any agreement so negotiated shall apply to all employees of this unit, be reduced to writing and be signed by the Board and the Association.

Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party.

ARTICLE V - GRIEVANCE PROCEDURE

A "Grievance" shall mean a complaint by an employee and/or the Association of the public school system that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of policies, agreements and administrative decisions governing employees except that the term "Grievance" shall not apply to (a) any matter for which a method of review is prescribed by New Jersey State School Law, or (b) any rule or regulation of the State Commissioner of Education, or (c) any by-law of the Board, or (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone, or (e) a complaint of an employee of less than three years and one day which arises by reason of his/her not being re-employed. A grievance to be considered under this procedure must be initiated by the employee and/or Association within 30 school days of its occurrence.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the terms and conditions of employment.

Procedure

1. Level one -

- (a) Any employee and/or Association who has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter informally at that level.
- (b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he/she shall set forth his/her complaint in writing to his/her immediate superior. The immediate superior shall communicate his/her decision to the employee in writing within 3 school days of receipt of the written complaint.

2. Level two -

The employee may appeal the immediate superior's decision to the Chief School Administrator. The appeal to the Chief School Administrator must be made in writing and must set forth the grounds upon which the grievance is based. The Chief School Administrator shall request a report on the grievance from the immediate superior, shall confer with the concerned parties, and, upon request, with the employee or immediate superior separately. He/she shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Chief School Administrator shall communicate his/her decision in writing, along with supporting reasons, to the employee and the immediate superior.

3. Level three -

If the grievance is not solved to the employee's satisfaction, he/she may request a review by the Board. The request shall be submitted in writing through the Chief School Administrator who shall attach all related papers and forward the request to the Board. A committee of the Board shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within 30 calendar days.

4. Year end grievances (10 month employees) -

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

5. Rights of Members of the Association to Representation -

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

6. Reprisals -

No reprisals of any kind shall be taken by the Board or by the Association against any party in interest, any member of the Association, any representative, or any participant in the grievance procedure by reason of such participation.

7. Group Grievance -

If in the judgment of the Association, a grievance affects a group or class of employee, the Association may submit such grievance in writing to the Chief School Administrator directly and the processing of such grievance shall commence at Level Two of the Grievance Procedure.

8. Separate Grievance File -

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be part of the personnel file of any of the participants.

ARTICLE VI - SALARIES

The salaries of all employees covered by this Agreement are set forth in the following schedule for the work years (July 1, 1980 - June 30, 1981) and (July 1, 1981 - June 30, 1982).

CLERK AND ASSISTANT BOOKKEEPER			SECRETARY AND HEAD BOOKKEEPER	
STEP	80-81	81-82	80-81	81-82
1	\$6,230	\$ 6,330	\$ 8,730	\$ 8,940
2	6,630	6,730	9,230	9,440
3	7,030	7,165	9,730	9,985
4	7,430	7,595	10,230	10,525
5	7,830	8,030	10,730	11,070
6	8,230	8,465	11,230	11,610
7	8,630	8,900	11,730	12,155
8	9,030	9,335	12,230	12,695
9	9,430	9,765	12,730	13,240
10	9,830	10,200	13,230	13,780
11	--	10,635	--	14,325

- (a) The salaries for 10 month employees shall be .8333 of the appropriate schedule.
- (b) The Board shall have the option to determine the amount of prior credit to be given a new hiree for previous experience.
- (c) The contract shall be retroactive to July 1, 1980.
- (d) Retroactive monies due under the 1980-81 school year shall, if possible, be paid by means of a separate check.
- (e) A joint committee shall be established to promulgate a procedure and criteria for the purpose of performance compensation for consideration toward 1982-83 implementation.

ARTICLE VII - LEAVES OF ABSENCE

Leaves of Absence without pay may be granted to members represented by the Association, employed three or more years, and that Leaves of Absence without pay for good causes may be approved or rejected upon written application to the

Chief School Administrator thirty (30) days prior to the commencement date of the requested leave. In emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Chief School Administrator and would be subject to the concurrence of the Board in writing. Each employee, upon request, may be granted a Leave of Absence without pay for Child Care, Maternity/Paternity, or Adoption for a period of not more than one (1) contractual year. Three years or more employed status is not required. A maximum length of any leave will not exceed one (1) contractual year. A request for continuation of any approved leave, will be in writing to the Chief School Administrator and the Board and may be approved or rejected by the Board in writing.

A. Personal Illness Days

The Board agrees to provide the employees with fourteen (14) days per year at full pay for personal illness if employed 12 months of the year; and twelve (12) days per year at full pay for personal illness if employed 10 months of the year. Unused days may be accumulated for use in subsequent years.

The Board further agrees (determined on an individual case basis) that, after all such personal illness days as indicated in the preceding paragraph are exhausted, an additional ten (10) days per year shall be provided at the employee's rate of pay less substitute pay; but in no case less than half pay for the employee.

All such personal illness days shall be governed by state law, and the employee shall provide a doctor's certificate for illnesses exceeding three (3) consecutive days.

Employees shall be given a written accounting of accumulated sick leave days no later than the first day of each school year (September 1).

B. Illness in the Immediate Family Days

The Board agrees to provide the employees with three (3) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, and father-in-law).

The Board further agrees (determined on an individual basis) that, after all such illness in the immediate family days as indicated in the preceding paragraph are exhausted, an additional seven (7) days per year shall be provided at the employee's rate of pay less substitute pay; but in no case less than half pay for the employee.

An absence because of an illness in the immediate family which exceeds ten (10) days per year may be granted by the Chief School Administrator at full deduction in pay.

C. Death in the Family Days

The Board agrees to provide the employees with five (5) days per event at full pay for death in the immediate family. After all such death in the immediate family days are exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.

D. Death in Other Than the Immediate Family Day

The Board agrees to provide the employees with one (1) day per event at full pay for a death in other than the immediate family (grandparents, uncles, aunts, cousins, nieces, nephews, brother-in-law, and sister-in-law). After the death in other than the immediate family day is exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.

E. Marriage Days

The Board agrees to provide employees with three (3) days per year at full pay for marriage. After such marriage days are exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.

F. Days for Jury Duty or Subpoena by Court

The Board agrees to provide an employee full pay for each day that the employee's presence in court is required by subpoena. The Board further agrees to provide an employee full pay for each full day that the employee is required to be in court for jury duty.

G. Days for Other Reasons

The Board agrees to provide four (4) days leave of absence with pay for employees for religious, legal, business, household, or family matters which require absence from work during working hours upon prior approval (2 days except in cases of emergency) of the Chief School Administrator.

H. Maternity Leave

Maternity leave shall be granted consistent with New Jersey law and the decision and orders of the Division of Civil Rights of the Department of Law of the State of New Jersey.

I. Vacation Days

1. The Board agrees to provide 12 month employees who regularly work more than 4 hours per day, vacation days on the following schedule:

Less than one (1) year of employment as a 12 month employee	- 1 day per month prior to July 1 to a maximum of 10 days.
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1 year through 5 years as a
12 month employee

- Ten (10) days per year.

6 years through 12 years as a
12 month employee

- Fifteen (15) days per year.

13 years and over as a 12 month
employee

- Twenty (20) days per year.

When possible and with supervisor's permission, vacation time may be taken during the school year rather than during July and August. Substitute assistance during an absence will be provided if possible.

If an employee terminates employment before the end of his/her contract year, the employee shall be paid his/her accumulated vacation time.

2. Those 12 month employees (total three (3)) currently employed and receiving vacation days credited for previous years of service on a different basis, shall continue to receive vacation days on the same basis during the terms of this Agreement. All other 12 month employees will be credited vacation days in accordance with I-1 above.

J. Holidays

The Board agrees to a nineteen (19) day paid holiday schedule according to school calendar for 12 month employees. These days to be determined by the Chief School Administrator after the school calendar has been adopted by the Board of Education for each year that this Agreement is in force (July 1, 1980 - June 30, 1981) and (July 1, 1981 - June 30, 1982).

The Board agrees that 10 month employees will receive as holidays those holidays designated for 12 month employees which occur during the 10 month employee's work year, and including those days listed as winter and spring vacation from September 1 to June 30.

K. Overtime

The Board agrees to pay authorized overtime for hours worked beyond 8 hours/day or 40/week at a rate in accordance with current Federal and State Labor laws. Any employee called to return to work outside of the regularly scheduled shift shall be paid a minimum of two (2) hours.

L. Military Leaves of Absence

To be granted in accordance with Federal, State, and Title 18-A Education Statutes.

ARTICLE VIII - INSURANCE PROTECTION

A. Health Insurance

1. The Board shall maintain, at Board expense, group health insurance coverages for all employees and dependents at 100% full family-dependent

coverage as follows: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage, a major medical plan, a prescription plan and a dental plan.

2. In the event of any change in the contracted insurance carrier or carriers, the employee shall be guaranteed coverage of benefits equal to or better than the present contract.

B. Injury Insurance

The Board shall maintain, at Board expense, insurance coverage for all employees for all injuries occurring in the performance of their duties and which are promptly reported to the employee's immediate superior.

C. Liability Insurance

The Board shall maintain, at Board expense, a liability policy which affords personal liability and legal expense protection for the employee up to \$100,000 per year per employee (to a maximum for all employees of \$1,000,000 per year) as regards actions of the employee in the course of his/her work.

D. Annuities

The Board provides the employees with the opportunity to select and join an insurance program for the purpose of participating in a tax deferred annuity at the employee's expense.

ARTICLE IX - WORK HOURS

The work day shall consist of 7 hours which will include a 15 minute break in the morning and 15 minute break in the afternoon, exclusive of a 30 minute duty free lunch period.

ARTICLE X - INVOLUNTARY TRANSFER AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to the employee at least ten (10) working days prior to transfer or reassignment.
- B. Wherever possible, no vacancy shall be filled by means of an involuntary transfer or reassignment if there is a volunteer available and qualified in the judgment of the Board to fill said position.

ARTICLE XI - PROMOTIONS

- A. Opportunity will be given to any employee, meeting qualifications as prescribed, to apply for and receive fair consideration for any position which becomes vacant.

- B. Clerical vacancies in the district shall be made known to employees as they occur.
- C. All candidates meeting basic requirements will be eligible to apply for the position-vacancy and will be given an opportunity for an interview. In filling such vacancies, consideration shall be given to qualified employees already employed by the Board. Consideration will also be given to length of time in the East Windsor Regional School District.

ARTICLE XII - EDUCATIONAL IMPROVEMENT

The Board shall reimburse all expenses for all courses taken by members represented by the Association that are approved by the Chief School Administrator.

ARTICLE XIII - MISCELLANEOUS

- A. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing with acknowledgment.

- 1. If by Board, to Association as:

President of East Windsor Regional Clerical Association
Office Address

- 2. If by Association, to Board at:

East Windsor Regional Board of Education
Director of Special Projects
Administration Building
384 Stockton Street
Hightstown, New Jersey 08520

- B. Copies of this Agreement shall be provided at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed.

ARTICLE XIV - DURATION

The Board and Association agree that all negotiable items have been discussed during the negotiations and/or incorporated in a Memorandum of Agreement dated October 30, 1980 leading to this Agreement and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or

not through the life of this Agreement (July 1, 1980 - June 30, 1981) (July 1, 1981 - June 30, 1982). In the event that a successor agreement is not executed before June 30, 1982, this Agreement shall continue in full force and effect until a successor agreement has been completely negotiated.

IN WITNESS WHEREOF, the President and Secretary of the ASSOCIATION have hereunto set their hands and seals and the BOARD has caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereto affixed this 21st day of November Nineteen Hundred and Eighty.

Signed, sealed and delivered in presence of:

Board of Education of the East Windsor Regional School District

Roanna C Murphy

Marlene Feder (L.S.)
Marlene Feder President

ATTEST:

EAST WINDSOR REGIONAL CLERICAL ASSOCIATION

Jeanne G. Cleeland
Jeanne G. Cleeland
Board Secretary

By: Jane C. Protich (L.S.)
Jane Protich President

By: Florence T. Riccio (L.S.)
Florence Riccio Secretary